

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

AUG 28 2020

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
NORTHERN DIVISION**

JAMES W. McCORMACK, CLERK
By: [Signature] **DEP CLERK**

UNITED STATES OF AMERICA

PLAINTIFF

VS. CIVIL ACTION No. 3:20-cv-257-JM

MICHAEL W. NEWSOM and

LESLEY L. NEWSOM This case assigned to District Judge Moody **DEFENDANTS**

and to Magistrate Judge Volpe

COMPLAINT FOR FORECLOSURE

Comes now the United States of America, represented herein by Cody Hiland, United States Attorney for the Eastern District of Arkansas, and the undersigned Assistant United States Attorney, and for its Complaint for Foreclosure filed herein would state and allege that:

1. This Court has jurisdiction, pursuant to the provisions of 28 U.S.C. §1345, by reason of the fact that this is a civil action brought by the United States of America, on behalf of the Farm Service Agency, an agency within the United States Department of Agriculture.

2. Defendants Michael W. Newsom and Lesley L. Newsom are married, adult residents of Greene County, Arkansas, who may be served with process of Plaintiff's Complaint for Foreclosure at Defendants' Principal Residence: 2409 Cupp Road, Paragould, AR 72450.

3. The United States seeks to foreclose upon certain real property that is situated in Greene County, Arkansas, within the jurisdiction of this Court. The property, twenty-seven point six (27.6) acres which is the subject of this cause of action ("FSA Property"), is located at Greene County Road 611, Paragould, Arkansas, 72450, and is more particularly as follows:

Tract B: That part of the Northwest Quarter of the Northeast Quarter of Section 9, Township 17 North, Range 5 East, described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter; run thence South 00 degrees 23 minutes West 645.5 feet; run thence South 89 degrees 40 minutes West 1318.7 feet; run thence North 00 degrees 51 minutes East 652.7 feet; run thence North 88 degrees 55 minutes East 1313.6 feet to the true point of

beginning, containing 20 acres, more or less.

Tract C: That part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 17 North, Range 5 East, described as follows: Beginning at the Southeast corner of sad tract; run thence South 89 degrees 51 minutes West 984.9 feet to the true point of beginning; thence continue South 89 degrees 41 minutes East 337.5 feet; run thence South 00 degrees 23 minutes West 977.1 feet to the true point of beginning, containing 7 acres, more or less.

4. For valuable consideration and to receive loan assistance from the Farm Service Agency, Defendants executed and delivered to the United States of America a Promissory Note dated July 15, 2005, and more particularly described below:

Loan Type	Date of Note	Principal Amount	Interest Rate	Terms
41-01	July 15, 2005	\$85,000.00	5.125%	40 annual installments in the amount of \$4,954.00 beginning July 1, 2006

Copies of the Promissory Note heretofore described, which is owned and held by the United States of America, is attached hereto and incorporated herein as Exhibit A.

5. Concurrently with the execution of said Promissory Note and for the purpose of securing the indebtedness set forth above, Defendants executed and acknowledged in the manner required by Arkansas law and delivered to the Farm Service Agency the following described Real Estate Mortgage for Arkansas, more particularly described below:

Date of Mortgage	Date of Filing	Filing Information
July 15, 2005	July 18, 2005	Filed in the real estate records in the Office of the Circuit Clerk and Ex-Officio Recorder of Greene County, Arkansas as Document No. 200506524.

That by execution of the Mortgage Defendants conveyed to the United States of America, a priority secured mortgage lien on the FSA Property described therein and situated in Greene County, Arkansas. A copy of the Mortgage is attached hereto and incorporated herein as Exhibit B.

6. As of August 14, 2019, after allowing all credits thereon, there remains due and owing to the United States of America the total amount of \$126,202.91. Said sum includes \$84,155.20 unpaid principal, plus accrued interest in the amount of \$42,047.71, with interest accruing thereafter at the rate of \$11.8163 per day. The account is \$49,985.00 behind schedule. A copy of the Statement of Account for the Farm Service Agency is attached hereto and incorporated herein as Exhibit C.

7. The Defendants have violated the covenants of the Note and Mortgage and by reason of such default, Plaintiff has decided to exercise its right of acceleration and declare the entire unpaid balance, including principal and interest, immediately due and payable. Despite repeated demands, Defendants have refused, failed and neglected to pay the balance due. That all conditions precedent have been performed and amicable demand has been made, but without avail. A copy of the Notice of Acceleration is attached hereto and incorporated herein as Exhibit D.

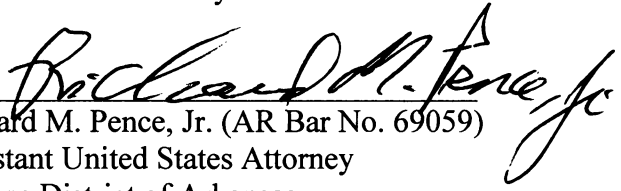
8. The United States of America desires to obtain an *in rem* judgment on the Promissory Note and Mortgage, and to enforce its judgment through the seizure and sale of the real estate described above, pursuant to a Decree of Foreclosure.

WHEREFORE, Plaintiff requests that:

1. Plaintiff be awarded *in rem* judgment for the above-stated amount against the above-described real property, and if the judgment is not paid within ten (10) days, that the property be sold pursuant to order of this Court; and that such sale be adjudged to constitute a permanent bar to all right, title, claim, and interest, including all rights or equities of redemption, dower, curtesy and homestead, if any, of each of the Defendants, in and to the real property described in paragraph 3 above.
2. The Court retain jurisdiction of this action for the purpose of issuing such orders and writs as may be required to put the purchaser at sale in possession of the property;
3. Plaintiff have such additional relief as may be proper and recover its costs herein.

Respectfully submitted,

CODY HILAND
United States Attorney

By 
Richard M. Pence, Jr. (AR Bar No. 69059)
Assistant United States Attorney
Eastern District of Arkansas
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FSA-1940-17 U.S. DEPARTMENT OF AGRICULTURE
 (10-26-99) Farm Service Agency

PROMISSORY NOTE

1. Name MICHAEL W. NEWSOM AND LESLEY L. NEWSOM	
2. State ARKANSAS	3. County GREENE
4. Case Number 03-028-0432370882	5. Date JULY 15, 2005
6. Fund Code 41	7. Loan Number 02

8. KIND OF LOAN

Type: FO ☒ Regular
☐ Limited Resource

Pursuant to:

☒ Consolidated Farm & Rural Development Act

☐ Emergency Agricultural Credit Adjustment Act of 1978

9. ACTION REQUIRING NOTE

☒ Initial loan ☐ Rescheduling
☐ Subsequent loan ☐ Reamortization
☐ Consolidated & subsequent loan ☐ Credit sale
☐ Consolidation ☐ Deferred payments
☐ Conservation easement ☐ Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in PARAGOULD, ARKANSAS

_____, or at such other place as the Government may later designate in writing, the principal sum of

EIGHTY-FIVE THOUSAND AND NO/100----- dollars

(\$ 85,000.00), plus interest on the unpaid principal balance at the **RATE** of

FIVE AND ONE-EIGHTH percent (5.125 %) per annum and

N/A dollars (\$ -0-)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farm Service Agency, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farm Service Agency for the type of loan indicated above.

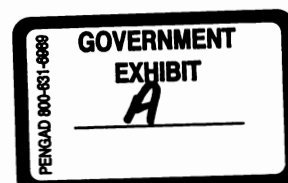
Principal and interest shall be paid in FORTY installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 4,954.00 on JULY 1, 2006; \$ N/A on _____;
 \$ N/A on _____; \$ N/A on _____;
 \$ N/A on _____; \$ N/A on _____;
 \$ N/A on _____; \$ N/A on _____;
 \$ N/A on _____; \$ N/A on _____;
 \$ N/A on _____; \$ N/A on _____;

and \$ 4,954.00 thereafter on JULY 1 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable FORTY years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorized the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

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For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR § 1951.8) of the Farm Service Agency according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block in Item 9 above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INTEREST RATE	DATE (include year)	ORIGINAL BORROWER	LAST INSTALL. DUE (include year)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

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HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Natural Resources Conservation Service (NRCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the NRCS or the appropriate conservation district in accordance with NRCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by NRCS or the appropriate conservation district in accordance with NRCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farm Service Agency and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Michael W. Newsom
MICHAEL W. NEWSOM

(Borrower)

Leeley L. Newsom
LEELEY L. NEWSOM

2409 CUPP ROAD

PARAGOULD, AR 72450

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 85,000.00	07/15/2005	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 85,000.00	

FSA 1927-1 AR
(04-01-03)

Position 5
UNITED STATES DEPARTMENT OF AGRICULTURE
 Farm Service Agency
MORTGAGE FOR ARKANSAS

Doc# 200506524
 Date 07/20/05 09:22:55 AM
 I, Ellen Johnson, hereby certify that
 this instrument was FILED FOR RECORD
 and is RECORDED in the Official Record
 on the Date & Time as stamped hereon.
 ELLEN JOHNSON, Circuit Clerk
 Recorder of GREENE COUNTY
 Signed by: R. Callahan
 Deputy Clerk

THIS MORTGAGE ("instrument") is made on JULY 15, 20 05. The mortgagor is
MICHAEL W. NEWSOM AND LESLEY L. NEWSOM, his wife

____ ("Borrower") whose mailing address is 2409 CUPP ROAD, PARAGOULD, AR 72450

____. This instrument is given to the United States of America, acting
 through the Farm Service Agency, United States Department of Agriculture ("Government") located at PARAGOULD, AR

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
07/15/2005	85,000.00	5.125	07/15/2045

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S. C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government, and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S. C. § 1921 *et seq.* as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Arkansas, County or Counties of GREENE:

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

Initial gwl date 7-15-05

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ELLEN JOHNSON, CIRCUIT CLERK GREENE COUNTY

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
 2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
 3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
 4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
 5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.
- Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.
- Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.
6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
 7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.
 8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments; attorneys' fees; trustees' fees, court costs; and expenses of advertising, selling, and conveying the property.
 9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.
 10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government, and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.
 11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.
 12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.
 13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.
 14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency

Initial gwl date 7-15-05
gwl

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ELLEN JOHNSON, CIRCUIT CLERK GREENE COUNTY

or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. Adjustment; release; waiver; forbearance. In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. **HOWEVER**, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. Graduation. If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. Forfeiture. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. False statement. Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. Cross Collateralization. Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. Highly erodible land; wetlands. Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. Non-discrimination. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. Notices. Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. Governing law; severability. This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise, and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. Successors and assigns; joint and several covenants. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. No merger. If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. Time is of the essence. Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

Initial gwc date 7-15-05

200506524

FILED 07/18/2005 09:22:55 AM

ELLEN JOHNSON, CIRCUIT CLERK GREENE COUNTY

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. Default; death; incompetence; bankruptcy. Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. State law. Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. And we, MICHAEL W. NEWSOM and LESLEY L. NEWSOM, husband and wife, for the consideration aforesaid, do hereby release and relinquish unto the mortgagee, its successors and assigns, all of our rights or possibilities of dower, curtesy, and homestead in and to said premises. *(This last sentence will be deleted when not applicable).*

29. Assignment of leases and rents. Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note(s). Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

30. Application of foreclosure proceeds. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

(SEAL)

(SEAL)

Michael W. Newsom
MICHAEL W. NEWSOM (SEAL)

Lesley L. Newsom
LESLEY L. NEWSOM (SEAL)

ACKNOWLEDGMENTS

STATE OF ARKANSAS } ss. (Individual)
COUNTY OF Greene

On this 15TH day of JULY 2005, before me personally appeared MICHAEL W. NEWSOM AND LESLEY L. NEWSOM to be known to me to be the same whose name is subscribed to the foregoing

instrument, and acknowledged that (he or she) signed and delivered the instruments as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

7/18/14



Karen G. Ussery
NOTARY PUBLIC

Note: Page 5 of 5 applies to entities only and will not be recorded for individuals.

2005 5524
FILED 8/1/2005 09:22:55 AM
ELLEN JOHNSON, CIRCUIT CLERK GREENE COUNTY

ATTACHMENT "A" TO REAL ESTATE MORTGAGE
DATED JULY 15, 2005

TRACT B: That part of the Northwest Quarter of the Northeast Quarter of Section 9, Township 17 North, Range 5 East, described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter; run thence South 00 degrees 23 minutes West 645.5 feet; run thence South 89 degrees 40 minutes West 1318.7 feet; run thence North 00 degrees 51 minutes East 652.7 feet; run thence North 88 degrees 55 minutes East 1313.6 feet to the true point of beginning.

TRACT C: That part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 17 North, Range 5 East, described as follows: Beginning at the Southeast corner of said tract; run thence South 89 degrees 51 minutes West 984.9 feet to the true point of beginning; thence continue South 89 degrees 51 minutes West 337.5 feet; run thence North 00 degrees 23 minutes East 979.8 feet; run thence South 89 degrees 41 minutes East 337.5 feet; run thence South 00 degrees 23 minutes West 977.1 feet to the true point of beginning.


MICHAEL W. NEWSOM


LESLEY L. NEWSOM

JULY 15, 2005

STATEMENT OF ACCOUNT						
Borrower's Name:	MICHAEL W. NEWSOM	Date:	8/14/2019	Prepared by:	<i>J. Hays Hampton</i>	
Case Number:	03-028-432370882					
Loan Code:	41-02					Grand Total
Annual Interest Rate:	5.125					
Date of Last Payment:	11/30/2019					
Total Paid In: (Principal)	\$1,289.80					\$1,289.80
Total Paid In: (Interest)	\$18,526.20					\$18,526.20
Unpaid Principal Balance:	\$84,155.20					\$84,155.20
**Accrued Interest as of: 08/14/19	\$42,047.71					\$42,047.71
Total Unpaid: Daily Interest	\$126,202.91					\$126,202.91
***Status of Account:	\$11.8163					\$11.8163
	(\$49,985.00)					(\$49,985.00)

**Note: Accrued Interest from DL Screen
 ***When entering accounts that are behind enter a negative amount



CERTIFIED MAIL[®]

United States
Department of
Agriculture

A Service Center
201 W. Court St Rim 225
Paragould, AR 72450-4339

Official Business

☒

RETURN SERVICE REQUESTED

Address ☐ refused
No Signature



1000



72450

U.S. POSTAGE
PAID
PARAGOULD, AR
72450
SEP 30 11
AMOUNT
\$0.00
00075482-09



72450 0001 3430 8916

neopost
09/30/2011

US POSTAGE



\$05.59-

ZIP 72450
041L11217780

Michael L. Newman
2409 Capt. Hall
Paragould, AR 72450

CW 10/1
10-5-11
10-17-11



United States
Department of
Agriculture

Farm
Service
Agency

GREENE COUNTY OFFICE
201 W COURT STREET RM 225
PARAGOULD, ARK 72450
870-236-6962

COPY

CERTIFIED MAIL 7008 1300 0001 3430 8916

RETURN RECEIPT REQUESTED

Date September 29, 2011

SUBJECT: **NOTICE OF ACCELERATION OF YOUR DEBT TO THE FARM SERVICE
AGENCY AND DEMAND FOR PAYMENT**

Michael W. Newsom
2409 Cupp Road
Paragould, Arkansas 72440-9508

Mr. Newsom:

Please note that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the Farmers Home Administration (now Farm Service Agency), United States Department of Agriculture is now declared immediately due and payable. They are described as follows:

<u>Date of Instrument</u>	<u>Amount</u>
July 15, 2005	\$85,000.00
January 15, 2003	\$22,500.00

The promissory note(s) and/or assumption agreement(s) is(are) secured by (real estate mortgage(s), deed(s) of trust, security agreement(s), financing statements(s), etc.) described (perfected) as follows:

<u>Date of Instrument</u>	<u>Place of Recordation</u>	<u>Document No.</u>
97.15/2005	Cir Clk Greene County	200506624
01/15/2003	Cir Clk Greene County	38
01/14/2008	Cir Clk Greene County	Continuation
01/15/2003	Greene Cty FSA Office	
12/21/2005	Greene Cty FSA Office	
06/20/2007	Greene Cty FSA Office	

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s).

FARM SERVICE AGENCY IS AN EQUAL OPPORTUNITY LENDER/EMPLOYER

The reason(s) for the acceleration of your indebtedness is(are) as follows:

The indebtedness due is \$86,551.14 unpaid principal, and \$8,244.70 unpaid interest, as of September 29, 2011, plus additional interest accruing at the rate of \$12.0068 per day thereafter, plus any advances made by the United States for the protection of its security and interest accruing on any such advances. Unless full payment of your indebtedness is received made by one of the methods described below within 30 days from the date of this letter, the United States will foreclose the above described security instrument(s) and to pursue other available remedies.

(1) Full payment may be made in any of the following ways:

(A) CASH

Payment should be made by cashier's check, certified check, or postal money order payable to the Farm Service Agency and delivered to the Farm Loan Manager of the Farm Service Agency at 201 West Court Street Rm 225, Paragould, Arkansas 72450. If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the Farm Service Agency and yourself, that payment **WILL NOT CANCEL** the effect of this notice. If such insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have for breach of any promissory note or covenant in the security instrument(s) will result and the Farm Service Agency may proceed as though no such payment had been made.

(B) TRANSFER AND ASSUMPTION

You may transfer the collateral for your loan(s) to someone who is willing and able to assume the debt. Contact the Farm Loan Manager immediately if you are interested in this.

(C) SALE

You may sell the collateral for your loan(s) for its fair market value and send the proceeds to FSA or to other creditors with liens prior to FSA's lien. Contact the Farm Loan Manager immediately if you are interested in this.


If you have not been advised of your rights to request deferral of payments or other servicing options you should contact the Farm Loan Manager at the above mentioned address within 15 days of the receipt of this notice.

If you fail to comply with the requirements outlined in this notice within the next 30 days, the United States plans to proceed with foreclosure/liquidation.

YOU DO NOT HAVE ANY RIGHT TO APPEAL THIS DECISION TO ACCELERATE YOUR FSA DEBT(S) TO ANY OFFICIAL OF THE FARM SERVICE AGENCY.

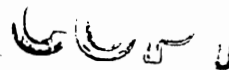
UNITED STATES OF AMERICA

BY



A handwritten signature in cursive script, appearing to read "J. M. Mason", is written over a horizontal line.

District Director
Farm Service Agency
United States Department
of Agriculture



A handwritten mark or signature in the upper right corner of the page, consisting of several loops and a final vertical stroke.

CERTIFIED MAIL

United States
Department of
Agriculture

1 Service Center
2 W. Court St Rm 225
Paragould, AR 72450-4339

Official Business

RETURN SERVICE REQUESTED



7000 1300 0001 3430 8923

9055505421

neopost
09 30 2011

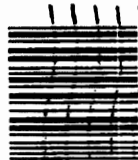
US POSTAGE

\$05.59



ZIP 72450
041L11217780

*10/1
18-3-11
18-17-11*
Lonny D. Newton
2409 Cyp Road
Paragould, AR 72450



U.S. POSTAGE
PAID
PARAGOULD, AR
72450
SEP 30 11
AMOUNT
\$0.00
00075482-09

1000

72450

42



United States
Department of
Agriculture

Farm
Service
Agency

GREENE COUNTY OFFICE
201 W COURT STREET RM 225
PARAGOULD, ARK 72450
870-236-6962

CERTIFIED MAIL 7008 1300 0001 3430 8923/Regular Mail

RETURN RECEIPT REQUESTED

Date September 29, 2011

SUBJECT: **NOTICE OF ACCELERATION OF YOUR DEBT TO THE FARM SERVICE
AGENCY AND DEMAND FOR PAYMENT**

Lesley L. Newsom
2409 Cupp Road
Paragould, Arkansas 72440-9508

Mrs. Newsom:

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<u>Date of Instrument</u>	<u>Amount</u>
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(B) TRANSFER AND ASSUMPTION

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If you fail to comply with the requirements outlined in this notice within the next 30 days, the United States plans to proceed with foreclosure/liquidation.

YOU DO NOT HAVE ANY RIGHT TO APPEAL THIS DECISION TO ACCELERATE YOUR FSA DEBT(S) TO ANY OFFICIAL OF THE FARM SERVICE AGENCY.

UNITED STATES OF AMERICA

BY

A handwritten signature in cursive script, appearing to read "Joe Mason", is written over a horizontal line.

District Director
Farm Service Agency
United States Department
of Agriculture

U.S. FSA

JS 44 (Rev. 02/19)

CIVIL COVER SHEET **3:20-cv-257-JM**

*The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS UNITED STATES OF AMERICA**DEFENDANTS**

Michael W. Newsome and Lesley L. Newsom

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

RICHARD PENCE, Jr. United States Attorney's Office

II. BASIS OF JURISDICTION (Place an "X" in one box only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in one box for Plaintiff and one box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in one box only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in one box only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C.A. §1345

Brief description of cause:

8. Defendants have violated the covenants of the Promissory Notes, the Security Agreement, and Mortgage for Ar

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE
08/28/2020

SIGNATURE OF ATTORNEY OF RECORD

Richard M. Pence, Jr.

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____